



**Hobson Engineering Co Pty Ltd** (ACN 000 289 958) (“Company”) **Online Terms of Use** (“Terms of Use”) as displayed on [www.hobson.com.au](http://www.hobson.com.au)

If you can't find the information you need, please make an enquiry via the contact page or phone 02 8818 0222 and get help from a Customer Service representative.

By using or accessing this website you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, then please do not use this website.

## **Part 1 Terms of Use**

### **1.1 General Use Terms**

The Company controls and operates this website from its offices within Australia. If you choose to access this website from another location, you are responsible for compliance with applicable local laws.

All content of the pages of this website is for general information and use only and is subject to change without notice. Every effort is made to keep the website up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the website being unavailable.

### **1.2 Revisions of Terms of Use**

The Company may revise or amend these Terms of Use at any time at our absolute discretion by posting revised terms on the Company website. You agree that, in the event that any portion of these Terms of Use is found to be unenforceable, the remainder of these Terms of Use remain in full force and effect. Any revisions will be effective immediately. By continuing to use this website after any revision becomes effective, you agree to be bound by these Terms of Use as so revised. You should therefore periodically visit this page to determine the then current Terms of Use to which you are bound.

### **1.3 Website Contents, Ownership & Use Restrictions**

The material on this website is protected by copyright under the laws of Australia and other countries through international treaties.

Unless otherwise indicated, all rights (including copyright) in all content, other material and compilations contained in, or used to create or support this website including text, graphics, logos, button icons, video images, audio clips and navigational and other software (collectively referred to as the Contents) are owned, licensed or controlled, and are reserved, by the Company and its related companies, affiliates, licensors and licensees.

The names 'Hobson Engineering' and 'HEC' are registered trademarks of the Company.

### **1.4 Personal, Non-commercial Use**

Permission is granted to display, copy, download, and print in hard copy portions of this website solely for the proper and reasonable purposes of:

- Placing an Order with the Company; or
- Using this website as a technical resource, provided that you do not modify the website and that the Company retains all copyright and other proprietary notices contained in the Contents.

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You must not, without our prior written permission, exploit any of our website materials for commercial purposes or other purposes that are not expressly permitted under these Terms of Use.

### 1.5 Prohibited Conduct

You are not authorised, without the prior written permission of the Company and each other owner of rights in content that you access via the website, to reproduce, frame, download, store (in any medium), communicate, show or play in public, adapt, change, or create a derivative work from that content.

No trade mark (whether registered or otherwise) that is contained on this website or otherwise used by the Company may be used without the Company's, specific, written permission or that of the trademark owner.

Please note that the permission granted to use material on the website terminates automatically if you breach any of these Terms of Use.

### 1.6 Protecting Your Log on Details

You agree to take responsibility for the safekeeping of your user name and password issued by the Company to access any restricted sections of the website. You are liable for all activity on any device which you have left logged in or requested to be 'kept logged in'. You are liable for all activity, including contracts and damages, if your user name or password is used by another person (whether authorised or unauthorised). You agree to release and indemnify the Company in connection with any use of your user name or password. The Company may restrict, suspend or cancel your account and access to restricted sections of the website at any time without prior notice.

### 1.7 Feedback

You grant the Company an irrevocable, non-exclusive license to use any material, information and ideas that you transmit to the Company's website, email or otherwise provide to the Company from the time you authorise it to be sent. You agree that we can use and adapt any ideas, concepts, techniques, words, images or other content contained in these transmissions for any purpose and without restriction or compensation.

### 1.8 General Prohibitions

You must not upload, post, transmit or otherwise make available through the website any material which:

- Violates or infringes the rights of others (including their privacy and intellectual property rights);
- Is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- Encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
- Restricts or inhibits any other user from using or enjoying the website;
- Affects the functionality or operation of the website or its servers or the functionality or operation of any user's computer systems (e.g. by transmitting a computer virus or other harmful component, whether or not knowingly); or

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- Breaches any standards, content requirements or codes promulgated by any relevant authority, including authorities that require the Company to take remedial action under any applicable industry code.

### **1.9 Indemnity**

You agree to indemnify and will keep the Company indemnified against any claim, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by the Company in connection with your use of this website, your breach of these Terms of Use or your breach of any rights of third parties.

### **1.10 Disclaimer of Liability**

To the extent permitted by law, the Company will not be liable in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss or damages or any loss or damages whatsoever, including (but not limited to) loss of use, data, or profits, arising out of or in connection with:

- The use, copying, or display of the contents of this website.
- Products or services supplied by the Company under these Terms of Use.
- A failure or omission on the part of the Company to comply with its obligations under these Terms of Use.

### **1.11 Disclaimer of Warranty**

The Company is providing this website and its contents on an 'as is' basis and use of this website is at your own risk. The content is believed to be accurate, complete, current and reliable at the date the information was placed on the website. The Company and its related companies, affiliates, licensors or licensees, and their respective directors, officers, employees or agents make no representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on this website (including in relation to any products or services).

To the extent permitted by law, including any non-excusable statutory obligations, none of them will be liable or responsible in any way (including in negligence) for errors in, or omissions from, the information contained on this website. To the extent permitted by law, the Company expressly disclaims all warranties of any kind, whether express or implied, including (without limitation) implied warranties or conditions of merchantability or fitness for purpose.

### **1.12 Online purchase**

All purchases made using the website shall be subject to the online Trade Terms and Conditions in Part 2.

### **1.13 Damages**

Any unauthorised use or breach of the Terms of Use of this website may give rise to a claim for damages and in some circumstances may constitute a criminal offence.

### **1.14 Termination**

All restrictions, licenses granted by you and limitations of the Company's liability will survive termination of your right to use the website and any restriction of access.

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### **1.13 Third Party Links**

The website may include links to other websites. These links are provided for your convenience to provide further contact or information. They do not imply that the Company recommend or endorse the views expressed on those websites. The Company has no responsibility for or control over the content of the linked websites or their availability.

### **1.14 Governing Law**

The laws of the State of New South Wales, Australia shall govern the use of this website and by using the website you hereby agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

## **Part 2 Online Trade Terms and Conditions**

### **2.1 Terms and Conditions of Trade**

All purchases made from the website shall be subject to the current Hobson Engineering Co Pty Ltd Terms & Conditions of Trade ("Trading Ts&Cs") effective at the time of acceptance of an order pursuant to the Trading Ts&Cs and the provisions of these Online Trade Terms and Conditions.

### **2.2 Contract Formation**

For clarification any specials, price or offers set out on the website, shall constitute an invitation to treat only. Any purchase order submitted by you via the website shall constitute an offer acceptable by the Company and the Company may reject any offer to purchase submitted by you via the website or email and a contract shall only be completed once the Company accepts your offer on the terms of your offer. If the Company does not accept your offer and suggest an alternative option such suggestion shall constitute an invitation to treat only.

### **2.3 Payment Terms**

Any purchase via the website shall be payable on placement of the order, unless you have a prior approved credit account with the Company.

### **2.4 Prices**

All prices specified on the website are guides only and are subject to change without notice. The agreed Price for any purchase on the website shall be the price specified in the Company's acceptance.

### **2.5 Termination**

Your ability to purchase products from this website may be terminated by the Company at any time without notice.

### **2.6 Governing Law**

The Governing Law shall be as specified in the Trading Ts&Cs.

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### Part 3 Security & Privacy Policy

The Company highly values the strong relationships we have with our customers. Your order and credit card details are safe and secure. All personal contact information is provided to Hobson Engineering and credit card information is provided to Westpac Banking Corporation ABN 33 007 457 141 via a secure site.

The Company will not reveal your personal information to external organisations except for the purposes of fulfilling your order.

To protect your privacy, you can visit Hobson Engineering's website without identifying yourself or having to reveal any information about yourself.

#### 3.1 Customer Information

- We do not collect personal information when you visit our website unless you log on, place an order or register with us.
- When you place an order you will be asked for the following personal information: your name, e-mail address, mailing address, delivery address and any special delivery instructions and phone number. We may share this information, and only that information which is absolutely necessary, with those third parties that are involved in the processing of your order. For example, the financial institution that issued your credit card and the shipping carrier that delivers your order.
- The Company is committed to reducing the amount of fraud it faces. Our policy is to prosecute any cases of fraud that we identify. As a first time customer, you may receive a telephone call or email requesting more information/proof to confirm the details that you have supplied to us. If any of the information you supply is found to be false or misleading, we will, if we deem it appropriate, report this to the relevant authorities for them to pursue.
- We do not share, sell, rent or barter any identifiable personal information to any third party without your permission.
- When you log on to our website, we will ask you your e-mail address.
- We have specials and promotional emails available to make your shopping and purchasing experience easier. Should you decide to subscribe, we will send you your requested information from time to time. You may unsubscribe at any time. Subscription to this service is optional and free.
- When you submit feedback or questions via e-mail, or contact us for information about our website, we will request your name and e-mail address. We use this information solely to respond to your inquiries.
- When you enter a contest or other promotional feature, we may ask for your name, address, and e-mail address so we can administer the contest and notify winners. We may ask for other information to enable us to improve our website or to send you special offers.
- Our website contains links to other websites. The Company is not responsible for the privacy practices or the content of other websites.
- By default all web server log files capture IP addresses. We may use your IP to help diagnose problems with our server, administer our website and to track web usage. This information is used internally and is not shared with anyone else.

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As Governments introduces new privacy legislation – the Company’s privacy policies will be reviewed and updated as appropriate. More information on privacy legislation is available from the Federal Privacy Commissioner at [www.privacy.gov.au](http://www.privacy.gov.au).

### 3.2 Use of Private Information

The Company does not give information about you to any third party unless one of the following applies:

- You have consented;
- We have told you we collect the information for a purpose that includes provision to a disclosed third party;
- It is required or authorised by law;
- It will prevent or lessen a serious and imminent threat to somebody's life or health; or
- The disclosure is reasonably necessary for law enforcement or for the protection of public revenue.

### 3.3 Cookies & Other Technologies

A cookie is a small amount of information sent from a Web server to your computer. We use cookies when someone logs on to our website to maintain that log on, to retain log on information if requested, and for the service of our Shopping Cart.

We do not use cookies for marketing, promotional or advertising purposes, nor do we use cookies to track your Internet activity before or after you leave Hobson Engineering. Any activity while you are at [hobson.com.au](http://hobson.com.au) may be monitored.

### 3.4 Marketing Communications

The Company has found that attractive, graphics-rich emails are a quick, effective and low-cost way to communicate with customers and prospects about new products, promotional items and technical information about products. We do not want to send emails to you if you would prefer not to receive them. Therefore, every email provides a way for you to unsubscribe from future emails. We also have administrative procedures in place to remove email addresses and domains that consistently send failure messages to our email servers.

### 3.5 Updating Your Information

Changes to your contact, invoice and delivery details can be made by contacting us through the contact section of [www.hobson.com.au](http://www.hobson.com.au) or you may phone 02 8818 0222 and get help from a Customer Service representative.

### 3.6 Changes to Privacy Statement

The Company may without notice amend, change or update this Privacy Statement at any time.

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